

PAMELA Y. PRICE, ESQ. (STATE BAR NO. 107713)
P.O. Box 5843
Oakland CA 94605
Telephone: (510) 452-0292
Facsimile: (510) 452-5625
E-mail: pamela@pypesq.com

Attorneys for Plaintiff
STAN DOBBS

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STAN DOBBS,	)	NO.
)	
Plaintiff,	)	COMPLAINT FOR RETALIATION,
	)	DISABILITY DISCRIMINATION, RACE
v.	)	DISCRIMINATION, SLANDER,
	)	INVASION OF PRIVACY, TORTIOUS
HAYWARD UNIFIED SCHOOL DISTRICT,	)	BREACH OF CONTRACT, BREACH OF
LISA BRUNNER, LUIS A. REYNOSO AND	)	THE IMPLIED COVENANT OF GOOD
WILLIAM L. MCGEE,	)	FAITH AND FAIR DEALING AND
	)	WRONGFUL TERMINATION
Defendants.)	
	)	(JURY TRIAL DEMANDED)

Plaintiff STAN DOBBS by and through his attorneys, respectfully alleges as follows:

Jurisdiction and Venue

1. This action arises under 42 U.S.C. §§ 1981A, 1983 and 2000e *et seq.* Plaintiff invokes jurisdiction over his federal claims pursuant to the provisions of 28 U.S.C. § 1331, 1339 and 1343. The acts and practices complained of herein occurred in Hayward, California, within this judicial district.

2. Jurisdiction over Plaintiff's claims under state law is invoked pursuant to the provisions of 28 U.S.C. Section 1367. The claims which arise under state law are so related to claims within the original jurisdiction of this Court that they form a part of the same case and

1 controversy under Article III of the United States Constitution.

2 **Parties**

3 3. Plaintiff STAN DOBBS (hereinafter Dr. Dobbs) is a United States citizen.
4 He earned his doctorate degree in Business Administration from Northcentral University, an
5 accredited online university. He received his MBA degree from the Florida Institute of
6 Technology. He also earned advance project and program management certifications from the
7 University of North Carolina Flagler School of Business, Stanford University and Harvard
8 University School of Law. Dr. Dobbs is a retired veteran of the United States Navy having
9 served his country for fifteen years from 1994 to 2009.

10 4. While employed by the HAYWARD UNIFIED SCHOOL DISTRICT
11 (hereinafter "Defendant HUSD"), Dr. Dobbs resided and worked in Hayward, California. Dr.
12 Dobbs has been affiliated with the HUSD since 2011. He served as the Chief Business
13 Operations and Finance Officer from 2011 to 2012, and as the Superintendent and Chief
14 Executive Officer from 2013 to 2016.

15 5. Defendant LISA BRUNNER (hereinafter "Defendant Brunner") is and
16 was for the relevant time herein, an elected member of the HUSD Board, responsible for the
17 administration of HUSD activities, pursuant to the California Education Code and HUSD Board
18 policies. Defendant Brunner has been a Trustee for HUSD since 2010. Dr. Dobbs sues
19 Defendant Brunner in her official and individual capacity.

20 6. Defendant LUIS A. REYNOSO (hereinafter "Defendant Reynoso") is and
21 was for the relevant time herein, an elected member of the HUSD Board, responsible for the
22 administration of HUSD activities, pursuant to the California Education Code and HUSD Board
23 policies. Defendant Reynoso has been a Trustee for HUSD since 2008. Dr. Dobbs sues
24 Defendant Reynoso in his official and individual capacity.

25 7. Defendant WILLIAM L. MCGEE (hereinafter "Defendant McGee") is and
26 was for the relevant time herein, an elected member of the HUSD Board, responsible for the
27 administration of HUSD activities, pursuant to the California Education Code and HUSD Board
28 policies. Defendant McGee has been a Trustee for HUSD since 2010. Dr. Dobbs sues

1 Defendant McGee in his official and individual capacity.

2 8. Defendant HUSD is a public entity governed by the provisions of the
3 California Education Code and is responsible for providing educational instruction to all students
4 within its district regardless of race, color or creed. HUSD includes 45 schools and serves more
5 than 24,000 students per year. Its principal place of business is 2441 Amador Street, Hayward,
6 California, located within the jurisdiction of this Court.

7 **Factual Allegations**

8 9. Defendant HUSD is a troubled public entity with a checkered history of
9 bad decisions and acrimonious relationships with the community. Since 2010, under the
10 leadership of Defendants Reynoso, McGee and Brunner, HUSD has gone through four (4)
11 District Superintendents. The Superintendents report to the HUSD School Board. As a result of
12 the high turnover in the Superintendent position, HUSD has earned a reputation as a transient
13 and low performing school district. At one point, HUSD was facing a hostile fiscal takeover of
14 the District by the California Department of Education.

15 10. Commencing in June 2013, Defendants hired Dr. Dobbs as the Interim
16 Superintendent and Chief Executive Officer. On or about May 21, 2014, Dr. Dobbs signed a
17 written employment agreement with Defendant HUSD which was effective from October 23,
18 2013 to June 30, 2017. HUSD was in desperate need of strong educational leadership at the time
19 Dr. Dobbs was hired, having consistently ranked poorly in numerous education assessment tests.
20 Prior to his employment, Dr. Dobbs outlined a plan for improvement of the District's educational
21 program. The plan required a minimum of Governing Board interference, and a maximum of
22 effort by the Superintendent. Dr. Dobbs immediately began to fulfill that plan after his hiring.

23 11. During his tenure as Superintendent, Dr. Dobbs was well-liked and
24 respected by staff and students, and made a number of valuable contributions to HUSD. Dr.
25 Dobbs has been described by students, parents and his colleagues as "a gifted educator," "a role
26 model," "a tireless advocate," and "a super star." He began a program to instill pride in the
27 students and the teachers of the District with his "Made in Hayward" motto. Educational success
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1 and achievements followed.

2 12. During the slightly less than three year period Dr. Dobbs served as
3 Superintendent, a number of achievements were realized:

- 4 ● The District's graduation rate increased from 68% to over 84%, the highest
5 rate of growth in Alameda County.
- 6 ● The District finished building and modernizing five Measure I projects.
- 7 ● The District passed Measure L to continue improving school facilities
8 which authorized 11 facility enhancing projects, three sports complexes, a
9 performing arts center and four new/modernized school sites.
- 10 ● The Measure G parcel tax was passed to uniquely fund initiatives that
11 would support instructional work inside the classroom.
- 12 ● The District made 100% growth in every grade in every area of Math and
13 ELA in the second year Common Core test cycle.
- 14 ● The District had four Gates Millennium Scholars, the highest in Alameda
15 County, two Presidential awards in recognition for integrating arts into the
16 classroom, and international educational partnerships with China and
17 France.
- 18 ● The District received California Association of Bilingual Education
19 Awards, entrepreneurship awards, and many others.
- 20 ● The District launched the nation's only Middle College Program in which
21 advanced middle school students were allowed to attend community
22 college classes at the student's site.
- 23 ● The Made in Hayward branding program was embraced and funded by the
24 District's community.
- 25 ● The District received career pathway grants that lead to advanced STEM
26 programming at the most needed schools and communities, with the grants
27 supporting 48 new career pathways for District students.
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- The District successfully negotiated new three year contracts with its employee, certificated and classified, associations.
- The District's bond credit rating improved.
- The District collaborated with the City of Hayward to expand the School Resource Officer capacity in its elementary schools.
- The District created the parent and student ambassador program to provide a platform for parent and student views.

13. Despite these achievements, on September 14, 2016, Defendants Brunner, Reynoso and McGee, acting without the knowledge or consent of the remaining two other members of the HUSD School Board, voted to unlawfully terminate Dr. Dobbs' contract. This action followed a series of illegal and inappropriate actions by Defendants.

14. Defendants were aware that their roles and obligations were not to "micromanage" Dr. Dobbs' performance or decisions, yet, they often interfered in Dr. Dobbs' leadership and management of his staff. Defendants never complied with their contractual obligations to provide written annual evaluations to Dr. Dobbs or notice of any unsatisfactory performance. Instead, Defendants secretly initiated an unfettered investigation of Dr. Dobbs, including elements of his personal and private life, and fabricated false allegations of malfeasance against Dr. Dobbs in order to support an unjustifiable "termination for cause."

15. Defendants also knowingly, or with reckless disregard for the truth, or with malicious intent, verbally and in writing published defamatory statements about Dr. Dobbs, untrue statements about his character, his private life and his job performance. Defendants Reynoso and McGee in particular, falsely accused Dr. Dobbs of physically assaulting Defendant Reynoso.

16. The HUSD School Board was aware at the time that Dr. Dobbs was hired that he had a military service-connected disability of post-traumatic stress and depression. Defendants were also aware that certain members of Dr. Dobbs' staff, including particularly Employee A, had disabling conditions which could be triggered by stress or stressful conditions.

1 17. On September 16, 2015, Defendants Reynoso and McGee became abusive
2 and tried to humiliate two employees in a closed session meeting. Dr. Dobbs intervened to
3 protect the two District employees, including Employee A who reported to Dr. Dobbs and not to
4 the Defendants from Defendants' abusive conduct. Defendants were aware at the time of their
5 actions that Dr. Dobbs and Employee A were disabled persons and members of a protected group
6 under Title VII and Section 504 of the Rehabilitation Act.

7 18. Notwithstanding their knowledge of the disabilities and vulnerabilities of
8 certain District staff members, including but not limited to Dr. Dobbs, Defendants repeatedly
9 engaged in patterns of verbal, physical and emotional abuse directed toward said employees.
10 Defendants repeatedly engaged in inappropriate harassing conduct toward employees in public
11 and private meetings, made false accusations against employees and intentionally took actions to
12 aggravate the disabling conditions suffered by District employees, including but not limited to
13 Dr. Dobbs.

14 19. The foregoing acts are illustrative only of the harassment and abuse to
15 which Dr. Dobbs was subjected; these are not intended to be exhaustive or the only conduct of
16 which he complains herein.

17 20. Shortly after Dr. Dobbs intervened to protect himself and his disabled
18 employees from the unlawful harassment by Defendants, Defendants secretly hired an
19 unqualified private investigator to investigate Defendant Dobbs, including his personal and
20 private life and his professional background. The "investigation" which followed lacked any
21 attributes of a fair and impartial investigation.

22 21. The company hired by Defendants, Paradox Technology, was completely
23 unqualified to evaluate Dr. Dobbs' performance as Superintendent or investigate "his conduct as
24 an employee and representative" of HUSD. Paradox Technology specializes in Payment Card
25 Industry (PCI) planning and remediation, computer forensic investigations and IT service
26 management. It has little if any experience in human resources or employment discrimination
27 matters.
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1 22. During the course of this sham investigation, the investigator appeared
2 completely unorganized, and took three days to complete his interview of Dr. Dobbs. The
3 interviewees were selected primarily from employees who had been terminated or disciplined
4 during the tenure of Dr. Dobbs in the District. Some individuals were naturally adverse and
5 hostile to him. The investigation report predictably mischaracterized statements that were made.
6 The inexperienced investigator completely violated Dr. Dobbs' right of privacy, and even went
7 so far as to seek to review Dr. Dobbs' personal cell phone. He spent District funds to travel
8 across the State of California "investigating" events that occurred before Dr. Dobbs was hired as
9 HUSD Superintendent in October 2013, including a radio interview in San Diego.

10 23. The investigation resulted in recommendations that were internally
11 inconsistent and unsupported by the evidence. For example, although no evidence was
12 admittedly uncovered that Dr. Dobbs approved an offer to Raymond McDonald to speak at
13 Tennyson High School, the investigator's report nonetheless concludes that it was "more likely
14 than not" that Dr. Dobbs knew about the Ray McDonald event, and therefore, lied to the
15 investigator. The investigation describes multiple other incidents and reports which were
16 completely undocumented and unsupported by any credible evidence.

17 24. The investigation included interviews with Defendants Reynoso, McGee
18 and Brunner. The charges which are based on the investigative report depend upon the
19 statements made by these Defendants. One of the incidents which purportedly constituted
20 "cause" for terminating Dr. Dobbs' employment arose out of Dr. Dobbs' opposition to
21 Defendants' discriminatory treatment of HUSD employees on September 16, 2015. On
22 September 29, 2015, Defendant Brunner gave a statement to the Hayward Police Department that
23 nothing occurred in the meeting that would amount to a threat or an assault on anyone's part.
24 The final investigative report fails to mention or even acknowledge Defendant Brunner's
25 statement. Defendant Brunner's statement to the Hayward Police Department completely
26 contradicts the allegations of Defendant Reynoso and the conclusions of the investigative report.

27 25. Throughout the course of this sham investigation, leaks regularly appeared
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1 in local newspapers that could only have come from Defendants and/or District counsel, who
2 were the only individuals privy to the information that was leaked.

3 26. While the secret investigation was pending, in or about March 2016, an
4 African-American student addressed the Board. Subsequently, Defendants engaged in a series of
5 concerted acts of harassment against the student which was protested by her parent. In his
6 capacity and as part of his duties as Superintendent, Dr. Dobbs counseled Defendant Brunner
7 about her inappropriate response to the African-American student and the complaint about
8 Defendant Brunner's conduct. As a result of Dr. Dobbs' advocacy for fair and appropriate
9 treatment of the African-American student, Defendants further determined to retaliate against
10 him.

11 27. As a direct result of his protected activity, Dr. Dobbs went from an
12 outstanding award-winning leader to being characterized as a habitual liar "willing to engage in a
13 pattern of extreme acts of dishonesty", a bully with an "explosive temper" who had allegedly
14 been uncontrollably terrorizing school district employees for almost three (3) years, and
15 professionally incompetent. Prior to his protected activity, none of the accusations made in the
16 investigative report other than the false allegations of Defendants about the September 16th
17 meeting had ever been brought to Dr. Dobbs' attention. The sham investigative report is riddled
18 with false allegations of professional incompetence, dishonesty and unprofessional conduct.

19 28. In his entire career as an educator, finance officer, manager and U.S.
20 Naval Commander, Dr. Dobbs had never been so maligned, accused of professional
21 incompetence, negligence, dishonesty, unprofessional conduct, nor any of the multiple character
22 defects alleged by Defendants and their investigator.

23 29. The final interview of Dr. Dobbs in connection with the sham
24 investigation took place on September 1, 2016. Barely a week later, on September 8, 2016,
25 Defendants issued a "Notice of Intent to Terminate Contract for Employment of
26 Superintendent/CEO." Dr. Dobbs' written employment contract specified the manner in which
27 any charges constituting cause for termination were to be stated, and the September 8, 2016
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1 Notice of Intent to Terminate Contract for Employment of Superintendent/CEO, failed in its
2 entirety to meet the requirements of the employment contract.

3 30. Thereafter on September 13, 2016, Defendants purported to make
4 available as part of a "news briefing" the "results and status" of the investigation. This public
5 release of information in advance of the closed session meeting required to be held with Dr.
6 Dobbs prior to his termination clearly indicated that Defendants had predetermined the outcome,
7 and would terminate Dr. Dobbs' employment. At the required closed session meeting which did
8 not take place until September 14, 2016, Defendants did not engage in any good faith
9 consideration or dialogue with Dr. Dobbs - they did not ask any questions or make any comments
10 about their concerns.

11 31. Even though Defendants Reynoso, Brunner and McGee were required to
12 disqualify themselves from making any determination as to whether "cause" existed concerning
13 the charges that they had themselves spoken to the investigator about, under the most
14 fundamental tenets of due process, Defendants McGee, Brunner and Reynoso nonetheless
15 participated in the decision as to whether cause existed to terminate Dr. Dobbs. Without the
16 active participation of even one of these Defendants, the vote to terminate Dr. Dobbs'
17 employment for cause would have failed.

18 32. Commencing on or about June 15, 2017, Dr. Dobbs exhausted his
19 administrative remedies by filing the appropriate joint charges with the U.S. Equal Employment
20 Opportunity Commission (EEOC) and the Department of Fair Employment & Housing (DFEH).

21 **Damages**

22 33. As a result of the acts alleged herein, Dr. Dobbs sustained and will
23 continue to sustain substantial loss of earnings, and benefits in an amount to be determined
24 according to proof. In addition, Dr. Dobbs has suffered and will continue to suffer damages to
25 his career and reputation, in an amount to be determined according to proof.

26 34. As a result of the acts and omissions alleged herein, Dr. Dobbs was
27 humiliated, hurt and injured in his health, strength and activity, sustaining injuries to his nervous
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1 system and person, and has suffered and will continue to suffer in the future, severe mental
 2 anguish and emotional distress, loss of enjoyment of living, anxiety, worry, loss of self-esteem
 3 and well-being, incidental damages and out-of-pocket expenses, all to his damage in an amount
 4 in excess of \$500,000.00 to be shown according to proof.

5 35. Dr. Dobbs incurred medical expenses as a result of his injuries, and has
 6 suffered special damages for medical services and treatment in an amount to be shown according
 7 to proof.

8 36. The conduct of the individual Defendants was willful, wanton, malicious
 9 and oppressive in that they knew or should have known that their conduct was unreasonable and
 10 illegal. Furthermore, Defendants' acts were carried out in wilful and conscious disregard of Dr.
 11 Dobbs' rights and well-being, entitling Dr. Dobbs to punitive damages in an amount appropriate
 12 to punish or make an example of such conduct.

13 **FIRST CAUSE OF ACTION**
 14 **VIOLATION OF TITLE VII**
 15 **RETALIATION - DISABILITY**
 16 **(AGAINST DEFENDANT HUSD)**

17 37. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through
 18 36, as if fully set forth herein.

19 38. This action is brought pursuant to Title VII to obtain relief for retaliation
 20 Dr. Dobbs suffered in employment as a result of his opposition to harassment and abuse of
 21 employees based upon their disability, including but not limited to himself.

22 39. As an employee who lawfully opposed conduct which violated Title VII,
 23 Dr. Dobbs is a member of a protected group under Title VII.

24 40. During the years of his employment with Defendant HUSD, Dr. Dobbs
 25 had a reasonable good faith belief that the actions of the Defendants violated Title VII and the
 26 Rehabilitation Act. Based upon this belief, Dr. Dobbs opposed Defendants' unlawful actions.

27 41. Dr. Dobbs' protected conduct was a substantial or motivating factor of
 28 Defendant's retaliatory conduct against him as alleged above. Defendant's conduct was in

1 violation of Title VII and has caused Dr. Dobbs to suffer damages as set forth above.

2 **WHEREFORE**, Plaintiff requests relief as set forth herein.

3 **SECOND CAUSE OF ACTION**
4 **VIOLATION OF REHABILITATION ACT**
5 **RETALIATION**
6 **(AGAINST DEFENDANT HUSD)**

7 42. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through
8 41, as if fully set forth herein.

9 43. This action is brought pursuant to the Rehabilitation Act of 1973 to obtain
10 relief for retaliation Dr. Dobbs suffered in employment as a result of his opposition to
11 harassment and abuse of employees based upon their disability, including but not limited to
12 himself.

13 44. During the years of his employment with Defendant HUSD, Dr. Dobbs
14 had a reasonable good faith belief that the actions of the Defendants violated Title VII and the
15 Rehabilitation Act. Based upon this belief, Dr. Dobbs opposed Defendants' unlawful actions.

16 45. As an employee who lawfully opposed conduct which violated the
17 Rehabilitation Act, Dr. Dobbs is a member of a protected group under the Act,

18 46. Dr. Dobbs' protected conduct was a substantial or motivating factor of
19 Defendant's retaliatory conduct against him as alleged above. Defendant's conduct was in
20 violation of the Rehabilitation Act and has caused Dr. Dobbs to suffer damages as set forth
21 above.

22 **WHEREFORE**, Plaintiff requests relief as set forth herein.

23 **THIRD CAUSE OF ACTION**
24 **VIOLATION OF TITLE VII**
25 **RETALIATION - RACE**
26 **(AGAINST DEFENDANT HUSD)**

27 47. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through
28 46, as if fully set forth herein.

48. This action is brought pursuant to Title VII to obtain relief for retaliation

1 Dr. Dobbs suffered in employment as a result of his opposition to racial harassment and abuse of
 2 an African-American student.

3 49. During the years of his employment with Defendant HUSD, Dr. Dobbs
 4 had a reasonable good faith belief that the actions of the Defendants violated the student's
 5 educational rights under Title VI and her First Amendment right to free speech. Based upon this
 6 belief, Dr. Dobbs opposed Defendants' unlawful actions.

7 50. As an employee who lawfully opposed racial harassment, Dr. Dobbs is a
 8 member of a protected group under Title VII.

9 51. Dr. Dobbs' protected conduct was a substantial or motivating factor of
 10 Defendant's retaliatory conduct against him as alleged above. Defendants' conduct was in
 11 violation of Title VII and has caused Dr. Dobbs to suffer damages as set forth above.

12 **WHEREFORE**, Plaintiff requests relief as set forth herein.

13 **FOURTH CAUSE OF ACTION**
 14 **VIOLATION OF 42 U.S.C. SECTION 1983**
 15 **(DEFENDANT BRUNNER)**

16 52. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through
 17 51, as if fully set forth herein.

18 53. Prior to and up to and including September 2016, Defendant HUSD
 19 maintained discriminatory policies and/or customs which exhibited deliberate indifference to the
 20 constitutional and civil rights of African-American students. Race was a motivating factor for
 21 Defendants' refusal to respect the rights of African-American students, and their actions had a
 22 disparate adverse impact upon said students. In or about March 2016, in the course of
 23 responding to one such student, Defendant Brunner treated the student in a racially
 24 discriminatory manner. Dr. Dobbs opposed the racially discriminatory treatment of the student
 25 and urged counseled Defendant Brunner about her inappropriate conduct.

26 54. In doing each and all of the acts alleged herein, Defendant Brunner was
 27 acting under color of state law pursuant to the California Government Code.

28 55. Defendant Brunner was personally aware of Dr. Dobbs' protected speech

1 and activities as he confronted her about the issue on more than one occasion. Defendant
 2 Brunner personally spearheaded the administrative action that led to Dr. Dobbs removal from his
 3 position and ultimate termination. Defendant Brunner's conduct occurred immediately after and
 4 concurrently with Dr. Dobbs' speech and protected activities.

5 56. Defendant Brunner retaliated against Dr. Dobbs as a result of his
 6 opposition to racial harassment and discriminatory treatment of the African-American student.
 7 Dr. Dobbs' protected conduct was a substantial or motivating factor in Defendant Brunner's
 8 retaliatory conduct against him as alleged above. Defendant's conduct was in violation of in
 9 violation of 42 U.S.C. Section 1983 and caused Dr. Dobbs to suffer damages as set forth above.

10 57. There are numerous African-American students who have been
 11 discriminated against by Defendant HUSD on account of their race, but who have not filed
 12 discrimination complaints or joined in this suit because of fear of recrimination on the part of
 13 Defendant HUSD.

14 **WHEREFORE**, Plaintiff prays for relief as hereinafter set forth.

15 **FIFTH CAUSE OF ACTION**
 16 **VIOLATION OF 42 U.S.C. § 1983**
 17 **(AGAINST BRUNNER, REYNOSO & MCGEE)**

18 58. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through
 19 57, as if fully set forth herein.

20 59. In doing each and all of the acts alleged herein, Defendants were acting
 21 under color of state law.

22 60. Defendants repeatedly engaged in patterns of verbal, physical and
 23 emotional abuse directed toward disabled employees. Defendants repeatedly engaged in
 24 inappropriate harassing conduct toward employees in public and private meetings, made false
 25 accusations against employees and intentionally took actions to aggravate the disabling
 26 conditions suffered by District employees, including but not limited to Dr. Dobbs.

27 61. Defendants were personally aware of Dr. Dobbs' protected speech and
 28

activities as he confronted them about the issue on more than one occasion. Defendants Brunner, Reynoso and McGee personally spearheaded the administrative action that led to Dr. Dobbs removal from his position and ultimate termination. Defendants' conduct occurred immediately after and concurrently with Dr. Dobbs' speech and protected activities.

62. Defendants, by their conduct herein alleged, intentionally, wilfully and without justification, did deprive Dr. Dobbs and other similarly situated employees of their rights, privileges and immunities secured them by the laws of the United States, including but not limited to their rights to be free from discrimination based upon their disability as provided by the Rehabilitation Act in violation of 42 U.S.C. § 1983. Defendants' conduct caused Dr. Dobbs to suffer harm and damages as set forth above.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**SIXTH CAUSE OF ACTION
VIOLATION OF TITLE VII
DISABILITY DISCRIMINATION
(AGAINST DEFENDANT HUSD)**

63. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through 62, as if fully set forth herein.

64. This action is brought pursuant to Title VII, to obtain relief for Dr. Dobbs for discrimination he suffered in his employment because of his disability.

65. As a disabled person, Dr. Dobbs is a member of a protected group under Title VII and the Rehabilitation Act.

66. Dr. Dobbs' disability was a motivating factor in Defendants' conduct toward him. Defendants' conduct caused Dr. Dobbs to suffer harm and damages as set forth above.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**SEVENTH CAUSE OF ACTION
BREACH OF CONTRACT
(AGAINST DEFENDANT HUSD)**

67. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through

66, as if fully set forth herein.

68. As set forth above, on or about May 21, 2014, Dr. Dobbs signed a written employment agreement with Defendant HUSD which was effective from October 23, 2013 to June 30, 2017. Dr. Dobbs performed satisfactorily according to the terms and conditions of the written employment agreement. By their conduct as alleged herein, Defendants breached the written employment agreement, causing significant harm and damages to Dr. Dobbs.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**EIGHTH CAUSE OF ACTION
BREACH OF THE COVENANT
(AGAINST DEFENDANT HUSD)**

69. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through 68, as if fully set forth herein.

70. As set forth above, on or about May 21, 2014, Dr. Dobbs signed a written employment agreement with Defendant HUSD which was effective from October 23, 2013 to June 30, 2017. Dr. Dobbs performed satisfactorily according to the terms and conditions of the written employment agreement. By their conduct as alleged herein, Defendants breached the implied covenant of good faith and fair dealing in the written employment agreement. In this case, Defendants engaged in conduct with the express purpose of avoiding the contract and denying Dr. Dobbs the benefits he was owed under the contract. Defendants' conduct caused Dr. Dobbs to suffer harm and damages as set forth above.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**NINTH CAUSE OF ACTION
WRONGFUL DISCHARGE
(AGAINST DEFENDANT HUSD)**

71. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through 70, as if fully set forth herein.

72. As set forth above, on or about May 21, 2014, Dr. Dobbs signed a written employment agreement with Defendant HUSD which was effective from October 23, 2013 to

June 30, 2017. Dr. Dobbs performed satisfactorily according to the terms and conditions of the written employment agreement. By their conduct in terminating Dr. Dobbs' contract on September 15, 2016, Defendants wrongfully discharged Dr. Dobbs in violation of public policy. Defendants' conduct caused Dr. Dobbs to suffer significant harm and damages as set forth above.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**TENTH CAUSE OF ACTION
PUBLICATION OF PRIVATE FACTS
(AGAINST ALL DEFENDANTS)**

73. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through 72, as if fully set forth herein.

74. As a result of Defendants' sham investigation and their malicious intent to harm Dr. Dobbs, Defendants and each of them at various times publicly disclosed private facts about Dr. Dobbs which would be highly offensive and objectionable to a reasonable person and which were not of legitimate public concern.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**ELEVENTH CAUSE OF ACTION
INVASION OF PRIVACY
(AGAINST ALL DEFENDANTS)**

75. Dr. Dobbs realleges and incorporates by reference Paragraphs 1 through 74, as if fully set forth herein.

76. As a result of Defendants' sham investigation and their malicious intent to harm Dr. Dobbs, Defendants and each of them at various times intentionally intruded in Dr. Dobbs' private matters in a manner which would be highly offensive to a reasonable person.

WHEREFORE, Plaintiff prays for judgment against all Defendants, and each of them as follows:

1. Compensatory and special damages, including damages for mental and emotional distress, in an amount in excess of \$500,000.00 to be determined at the time of trial;
2. Costs of suit incurred herein, including reasonable attorneys' fees;

1 3. Injunctive relief against Defendant HUSD and its agents and employees,
2 enjoining them from denying, or aiding and/or inciting the denial of the civil rights of any
3 employee on the basis of his or her disability;

4 4. Injunctive relief against Defendant HUSD and its agents and employees,
5 enjoining them from denying, or aiding and/or inciting the denial of the civil rights of African-
6 American students residing within Hayward, California on the basis of race;

7 5. Punitive and exemplary damages against Defendant Brunner in an amount
8 appropriate to punish and make an example of her to be determined at the time of trial;

9 6. Punitive and exemplary damages against Defendant Reynoso in an amount
10 appropriate to punish and make an example of him to be determined at the time of trial;

11 7. Punitive and exemplary damages against Defendant McGee in an amount
12 appropriate to punish and make an example of him to be determined at the time of trial; and

13 8. Such other and further relief as the Court deems just and proper.
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15 Dated: June 21, 2017

LAW OFFICE OF PAMELA Y. PRICE

16
17 /s/ Pamela Y. Price

18 PAMELA Y. PRICE, Attorney for Plaintiff
19 STAN DOBBS
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JURY TRIAL DEMANDED

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands a trial by jury on all issues triable to a jury in each and every cause of action of his Complaint.

Dated: June 21, 2017

LAW OFFICE OF PAMELA Y. PRICE

/s/ Pamela Y. Price
PAMELA Y. PRICE, Attorney for Plaintiff
STAN DOBBS